

CITY OF TIGARD, OREGON

REQUEST FOR PROPOSALS

ELECTRONIC INFORMATION MANAGEMENT SYSTEM

DATE DUE: October 19, 2007

TIME DUE: 2:00 PM

Envelopes must be sealed and marked with Project Title. Proposers must submit one (1) original and two (2) complete copies of their proposal.

PROJECT MANAGER	RFP QUESTIONS:	
Nadine Robinson, Administrative Svcs Mgr	Joe Barrett, Contracts/Purchasing Spec.	
City of Tigard, Administrative Services	City of Tigard, Finance & Info Services	
Phone: (503) 718-2481	Phone: (503) 718-2477	
Fax: (503) 684-7297	Fax: (503) 684-7297	
Email: <u>nadine@tigard-or.gov</u>	Email: joseph@tigard-or.gov	

SUBMIT PROPOSAL TO:

Joe Barrett, Contract/Purchasing Spec. City of Tigard - Information Desk 13125 SW Hall Blvd. Tigard, Oregon 97223

PUBLIC NOTICE REQUEST FOR PROPOSALS ELECTRONIC INFORMATION MANAGEMENT SYSTEM

The City of Tigard will receive sealed proposals from firms qualified to provide the City with an electronic information management system and accompanying services until 2:00 PM local time, Friday, October 19, 2007, at Tigard City Hall's Information Desk at 13125 SW Hall Blvd., Tigard, Oregon 97223.

No proposal will be considered unless fully completed in a manner provided in the RFP packet. Facsimile and electronic (email) proposals will not be accepted nor will any proposal be accepted after the stated due date and time. Any proposal received after the closing time will be returned to the submitting firm unopened after a contract has been awarded for the required services.

RFP packets may be downloaded from http://www.tigard-or.gov or obtained in person at Tigard City Hall's Information Desk located at 13125 SW Hall Blvd., Tigard, Oregon 97223.

Proposers are required to certify non-discrimination in employment practices, and identify resident status as defined in ORS 279.029. Pre-qualification of proposers is not required. All proposers are required to comply with the provisions of Oregon Revised Statutes and Local Contract Review Board (LCRB) Policy.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all proposals upon a finding of the City if it is in the public interest to do so.

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DATE: September 28, 2007

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SECTION 1 INTRODUCTION

The City of Tigard will receive sealed proposals from firms qualified to provide the City with an electronic information management system and accompanying services until 2:00 PM local time, Friday, October 19, 2007at Tigard City Hall's Information Desk at 13125 SW Hall Blvd., Tigard, Oregon 97223.

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SECTION 2 PROPOSER'S SPECIAL INSTRUCTIONS

A. PROPOSED TIMELINES

Friday, September 28, 2007

2:00 p.m., Friday, October 19, 2007

October – November

December 11, 2007

December 17, 2007

December 17, 2007

Advertisement and Release of Proposals
Deadline for Submission of Proposals
Interviews (if necessary)

Award of Contract by LCRB
Commencement of Services

NOTE: The City reserves the right to modify this schedule at the City's discretion. Proper notification of changes in the will be made to all interested parties.

B. GENERAL

By submitting a proposal, the Proposer certifies that the Proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

C. PROPOSAL SUBMITTAL

The Proposal and all amendments must be signed and submitted no later than October 19, 2007 at 2:00 PM, to the address below. Each proposal must be submitted in a sealed envelope and designated with proposal title. To assure that your proposal receives priority treatment, please mark as follows.

RFP - Electronic Information Management System

Due October 19, 2007 City of Tigard – Information Desk Attn: Joe Barrett, Contracts/Purchasing Spec. 13125 SW Hall Blvd. Tigard, Oregon 97223

Proposer shall put their name and address on the outside of the envelope. It is the Proposer's responsibility to ensure that proposals are received prior to the stated closing time. The City shall not be responsible for the proper identification and handling of any proposals submitted incorrectly. Late proposals, late modification or late withdrawals shall not be considered accepted after the stated bid opening date and time and shall be returned unopened. Facsimile and electronic (email) proposals will not be accepted.

D. PROTEST OF SCOPE OF WORK OR TERMS

A Proposer who believes any details in the scope of work or terms detailed in the proposal packet and sample contract are unnecessarily restrictive or limit competition may submit a protest in writing, to the Purchasing Office. A protest may be submitted via facsimile. Any such protest shall include the reasons for the protest and shall detail any proposed changes to the scope of work or terms. The Purchasing Office shall respond to any protest and, if necessary, shall issue any appropriate revisions, substitutions, or clarification via addenda to all interested Proposers.

To be considered, protests must be received at least five- (5) days before the proposal closing date. The City shall not consider any protest against award due to the content of proposal scope of work or contract terms submitted after the established protest deadline. All protests should be directed to Joe Barrett, Contracts/Purchasing Spec., and be marked as follows:

RFP Specification/Term Protest

City of Tigard

Attn: Joe Barrett, Contracts/Purchasing Spec.

13125 SW Hall Blvd.

Tigard, Oregon 97223

If a protest is received in accordance with section above, the proposal opening date may be extended if necessary to allow consideration of the protest and issuance of any necessary addenda to the proposal documents.

E. PROPOSAL SUBMISSION AND SIGNING

All requested forms and attachments (Signature Page, Acknowledgment Addendum, Statement of Proposal, etc.) must be submitted with the Proposal and in the required format. The submission and signing of a proposal shall indicate the intention of the firm to adhere to the provisions described in this RFP.

F. COST OF PREPARING A PROPOSAL

The RFP does not commit the City to paying any costs incurred by Proposer in the submission or presentation of a proposal, or in making the necessary studies for the preparation thereof.

G. INTERPRETATIONS AND ADDENDA

All questions regarding this project proposal shall be directed to Joe Barrett, Contracts/Purchasing Spec. If necessary, interpretations or clarifications in response to such questions will be made by issuance of an "Addendum" to all prospective Proposers within a reasonable time prior to proposal closing, but in no case less than 72 hours before the proposal closing. If an addendum is necessary after that time, the City, at its discretion, can extend the closing date.

Any Addendum issued, as a result of any change in the RFP, must be acknowledged by submitting the "Acknowledgment of Addendum" with proposal. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

H. BUSINESS TAX/FEDERAL TAX ID REQUIRED

The City of Tigard Business Tax is required. Chapter 5.4 of the Tigard Municipal Code states any business doing business in the City of Tigard shall pay a City of Tigard Business Tax. No contracts shall be signed prior to the obtaining of the City of Tigard Business Tax. Upon award of proposal, contractor shall complete a W-9 form for the City.

I. CITY'S PROJECT MANAGER

The City's Project Manager for this work will be Nadine Robinson, Administrative Services Manager, who can be reached by phone at (503) 718-2481 or by email at nadine@tigard-or.gov.

J. PROPOSAL VALIDITY PERIOD

Each proposal shall be irrevocable for a period of sixty (60) days from the Proposal Opening Date.

K. FORM OF CONTRACT

A copy of the City's standard purchase agreement, which the City expects the successful firm or individual to execute, is included as "Attachment C". The contract will incorporate the terms and conditions from this RFP document and the successful proposer's response documents. Firms taking exception to any of the contract terms shall submit a protest or request for change in accordance with Section 2.D "Protest of Scope of Work or Terms" or their exceptions will be deemed waived.

L. TERM OF CONTRACT

The term of the contract shall be a period of seven (7) months. The contract period will begin, on or around, December 11, 2007 and end, on or around, June 30, 2008. There will be an option to renew for an additional one year. The total term of the contract cannot exceed three (3) years..

M. TERMINATION

The contract may be terminated by mutual consent of both parties or by the City at its discretion with a 30 days' written notice. If the agreement is so terminated, Contractor shall be paid in accordance with the terms of the agreement.

N. INTERGOVERNMENTAL COOPERTIVE PURCHASING

The bidder submitting this proposal agrees to extend identical prices and services under the same terms and conditions to all public agencies in the region. Quantities stated in this solicitation reflect the City of Tigard usage only.

Each participating agency shall execute its own contract with the lowest responsible/responsive bidder for its requirements. Any bidder(s), by written notification included with their bid, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies.

O. NON-COLLUSION

Proposer certifies that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

P. PUBLIC RECORD

All bid material submitted by bidder shall become the property of the City and is public record unless otherwise specified. A bid that contains any information that is considered trade secret under ORS 192.501(2) should be segregated and clearly identified as such. This information will be kept confidential and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS 192. The above restrictions may not include cost or price information, which must be open to the public.

SECTION 3 BACKGROUND

The City of Tigard is recognized as a national leader in the application of technology to further its mission. On May 9, 2007, the National Policy Research Council awarded Tigard an A+ for its public-facing website – just one of 18 cities to achieve this grade. The City of Tigard recently recognized a need to apply this sort of creativity and effectiveness to complex internal processes such as records and document management. In order to arrive at a shared vision for the future of record and document management at the City of Tigard (which includes the specific details that must be satisfied to realize the vision) this document will clearly present:

- The current document management, records retention, and workflow environment at the City of Tigard,
- The need for a fully integrated Electronic Information Management System (EIMS) solution as it is currently defined, and
- The specific requirements and documentation needed to develop a solution.

SECTION 4 SCOPE AND SCHEDULE OF WORK

Work under this project shall consist of, but shall not necessarily be limited to, the following:

A. SCOPE OF WORK

1. Current Situation

The City of Tigard is comprised of six departments and has 245 employees. Within each department records are being created and retained in paper form or electronically. Some record types are being microfilmed for archival purposes.

The City of Tigard also relies on two main file shares for storing the majority of their day-to-day documents. These files shares are organized by folders based on organization structure. In some cases documentation is residing on separate systems to provide added security. These file shares depend on end-user maintenance and have no document management procedures associated with them.

The City of Tigard estimates that their Records Division is receiving approximately 2500 records a year. Storage devices contain 514,850 total files, including approximately 360,000 documents. The storage devices consume 192 gb of file space in total, including both documents and other file types.

The City of Tigard faces many challenges in connecting the departments and information. The six diverse departments have varied needs relating to document management and records retention. The City of Tigard departments include:

- City Administration
- Financial & Information Services
- Police
- Library
- Public Works
- Community Development

There are multiple sources of information within the City of Tigard. The most prevalent sources currently are two network shares and several disparate department applications. These sources of information tend to have duplicate/redundant information and some are very elaborate third-party applications with many hours of development completed.

Currently the City of Tigard utilizes a web-based intranet, network shares and disparate department applications. The EIMS solution needs to bridge department, security, and application specific gaps, while meeting state mandated retention requirements.

The City of Tigard needs an electronic on-line solution for records management and document management. The City of Tigard has a records program that is managed and maintained within the Administrative Services Division. Currently, official records are sent to the Record Section with a new records transmittal form which identifies the record and the retention requirements. Files are also managed and maintained by various individuals within departments so the files may be kept in various locations and formats.

2. Project Description

The City of Tigard wishes to establish an enterprise EIMS solution to add significant value to the city by providing online, customer-focused services for city wide and department information, document management, and records management. At a minimum, the City of Tigard requires the EIMS solution to meet the following goals:

- Provide centralized, well structured, secure, and standardized information, records
 management, and document management to meet the needs of the city regardless
 of physical location, group, or function.
- Connect disparate department applications to the EIMS solution to provide realtime accurate views, interaction, and management of data. For a list of systems, refer to Exhibit D.
- Use technology to manage information, records, and documents with security, backups, and administrative management, instant retrieval and access, and archival process. This will benefit the City of Tigard by providing time savings, cost savings, compliance, disaster recovery, process consistency, and broad access.
- The solution will use workflows and integrate with existing software/applications to provide an enterprise solution for the management of information, records, and documents.
- A structure and content hierarchy providing availability and collaboration for documentation and information.
 - ✓ A taxonomy that easily shares searches and retrieves information, documents, forms and templates.
 - ✓ Provide usability, adequate speed for accessing, and searching information.
 - ✓ Access to current and archival records
 - ✓ Public access to information particularly on-line.
- An interactive business process-driven EIMS system that will provide:
 - ✓ Accessibility to vital internal applications through solutions (one-stop shopping).
 - ✓ Document management for content owners through user-friendly interfaces.
 - ✓ Records retention workflow and policies capabilities to allow the City of Tigard to conform to state-mandated retention requirements.
 - ✓ Secure content based on needed access to information or documentation.
 - ✓ Document management based on metadata and templates. Metadata might include location, address, name, etc.
 - ✓ Basic document workflow capabilities and the ability to create custom workflows based on document or departmental needs.
 - ✓ Recovery of information and tools in the event of a disaster.
 - ✓ Standard conventions and document templates.
- Provisions and procedures to adequately train employees and document owners on the use of the system. At minimum this should include documentation and classroom training, which is addressed in the requirements piece.

B. SOLUTION REQUIREMENTS

1. Definitions

a) EIMS

- An Electronic Information Management System (EIMS) is a solution used to capture, manage, store, preserve, and deliver content and documents related to organizational processes.
- EIMS tools and strategies allow the management of an organization's unstructured information, wherever that information exists.
- The EIMS must encompass both document management and records management.
- The EIMS must employ technologies and strategies for content management to address business process issues, such as records and auditing, knowledge sharing, personalization and standardization of content.

b) Records Management

- Record a physical or electronic document, an email message or some other form of digital information.
- Records Management The process by which we define what type of information we classify as a record, retention of record, and management of record throughout its lifecycle.
- Electronically manage and organize records through a single records management interface and enforce a standard system for managing the entire document lifecycle regardless of media type.

c) Document Management

- Document a physical or electronic document, an email message or some other form of digital information.
- Document Management The process for tracking and editing features of documents throughout their lifecycle
- It will provide a formal method of managing documents.
- It will provide a means of managing the life cycle of a document from creation through revisions, publication, archival, and document destruction.

C. REQUIREMENTS MATRIXES

All vendors must respond to all of the matrixes detailed in Exhibit A. Please leave the format as is and fill in the Y/N/C and Comments Column.

SECTION 5 PROPOSAL CONTENT AND FORMAT

A. FORMAT

To provide a degree of consistency in review of the written proposals, firms are requested to prepare their proposals in the standard format specified below.

1. Title Page

Proposer should identify the RFP subject, name and title of contact person, address, telephone number, fax number, email address and date of submission.

2. Transmittal Letter

The transmittal letter should be not more than two (2) pages long and should include as a minimum the following:

- a. A brief statement of the Proposer's understanding of the project and services to be performed;
- b. A positive commitment to perform the services within the time period specified, starting and completing the project within the deadlines stated in this RFP; and The names of persons authorized to represent the Proposer, their title, address and telephone number (if different from the individual who signs the transmittal letter).

3. Table of Contents

The table of contents should include a clear and complete identification by section and page number of the materials submitted.

4. Firm Qualifications

- a. Background of the firm. This should include a brief history of the firm and types of services the firm is qualified to perform.
- b. Qualifications of the firm in performing this type of work. This should include examples of related experience and references for similar studies and projects.

5. Project Team Member Qualifications

Project team and the team member's individual qualifications. Identify individuals and subconsultants who will complete this work, their experience, and their individual qualifications. Pertinent resumes of assigned personnel should be included.

6. Design Approach and Implementation Plan

Proposer shall provide a detailed description of their design approach for the project. The description should include the following:

- a. Project Approach
 - 1) Vendor shall describe their approach to project management, system development, and deployment.
 - 2) Vendor shall list the deliverables included in their approach.
- b. Software Installation
 - 1) Vendor shall provide details for installation, testing, and validation of software installation that vendor will accomplish with a fully functional solution on the server, desktop and web environments.
 - 2) Ad Vendor shall describe how upgrades are handled.
- c. Hardware Configuration
 - 1) Vendor shall provide a diagram of expected hardware configuration.
- d. Testing
 - 1) Vendor shall detail testing scenarios for all users and roles of the system.
- e. Validation
 - 1) Definition the process of checking if something satisfies a certain criterion; ability to testify that a solution or process is correct or

- compliant with set standards or rules.
- 2) Vendor shall create an evaluation process for the system that focuses on involving stakeholders in establishing and reviewing the purpose that the solution must satisfy as the solution emerges from early design. The purpose is to allow for flexibility in the evaluation process as ideas turn into detailed designs.

f. Deployment

- 1) Vendor shall provide a detailed deployment plan with key milestones and expected timeframe.
- g. User Training/Documentation & Post Implementation Support
 - 1) Vendor shall provide a proposed training plan and materials.
 - 2) Vendor shall provide a proposed plan for post-implementation support.
- h. Vendor shall:
 - 1) Identify each necessary resource from City of Tigard
 - 2) Explain why each additional resource is needed, and the time commitment expected from each resource.

7. Project Timeframe

Prepare a timeframe that demonstrates a practical approach to meeting the City's specific deadlines by providing detailed information as to how the firm proposes to meet the timelines and reporting deadline requirements of the project.

8. Proposed Pricing

Vendor proposal shall:

- a. Detail the costs associated for each stage of implementing the system including the hourly rate for each role.
- b. Detail all of the associated hardware and software costs.
- c. List the kinds of expenses for which reimbursement would be sought. State the rates for any expense, such as mileage or photocopies that would be billed on a flat-rate basis.
- d. Contain the following statement or comparable: "Vendor guarantees that this proposal as submitted shall be binding for 60 days from proposal closing date, unless extended by mutual consent of all parties."

B. ADDITIONAL INFORMATION

Please provide the completed *Requirements Matrixes* and any other information you feel would help the Selection Committee evaluate your firm for this project.

C. ADDITIONAL SERVICES

Provide a brief description of any other services that your firm could provide the City and an approximation of the hourly charge for each service of this type. Such services would be contracted for on an "as needed" basis, to be provided and billed for separately.

D. REFERENCES

Please list three (3) references with, at the minimum, the follow information:

- 1. Company Name
- 2. Contact Individual Name
- 3. Contact Individual Title
- 4. Contact Phone

E. DISPUTES

Should any doubt or difference of opinion arise between the City and a Proposer as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the City shall be final and binding upon all parties.

F. CITY PERSONNEL

No Officer, agent, consultant or employee of the City shall be permitted any interest in the contract.

SECTION 6 PROPOSAL EVALUATION PROCEDURES

A. SELECTION AND EVALUATION PROCESS

A Selection Committee assembled by the City will review the written proposals. Proposals will be evaluated to determine which ones best meet the needs of the City. After meeting the mandatory requirements, the proposals will be evaluated on both their technical and fee aspects. The Selection Committee will select the Proposer which best meets the City's needs based upon its evaluation of a firms proposal. Proposals will be evaluated in accordance with the following:

1.	Completed Proposal submitted on time	Pass/Fail
2.	One complete original copy of the proposal	Pass/Fail
3.	Transmittal letter	Pass/Fail
5.	System Functionality	60 points
6.	System Usability	20 points
7.	Implementation/Training Plan and Team	15 points
8.	Pricing Structure	5 Points
9.	System Architecture, Requirements & Application Licensing	No Points Allocated
10.	Demonstration/Presentation	No Points Allocated
11.	Additional Features and Services	No Points Allocated

TOTAL EVALUATION POINTS 100 POINTS

B. PRESENTATION/INTERVIEW

At the option of the City, the top scoring Proposers (based on the criteria points) will be asked to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any fee

amount originally proposed. The City's Project Manager will schedule the time and location of these presentations and notify the selected firms.

C. INVESTIGATION OF REFERENCES

The City reserves the right to investigate references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule and its lawful payment of employees and workers.

D. CLARIFICATION OF PROPOSALS

The City reserves the right to obtain clarification of any point in regards to a proposal or to obtain additional information necessary to properly evaluate or particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of their proposal.

E. RESERVATION IN EVALUATION

The Selection Committee reserves the right to either: (a) request "Best and Final Offers" from the two finalist firms and award to the lowest priced or (b) to reassess the proposals and award to the vendor determined to best meet the overall needs of the City.

F. INTENT OF AWARD

Upon review of the proposals submitted, the City may negotiate a scope of work and a personal services agreement with one firm, or may select one or more firms for further consideration.

G. PROTEST OF AWARD

In accordance with Tigard Public Contracting Rule 30.135, any adversely affected Proposer has seven (7) calendar days from the date of the written notice of award to file a written protest.

H. PROPOSAL REJECTION

The City reserves the right to:

- 1. Reject any or all proposals not in compliance with all public procedures and requirements;
- 2. Reject any proposal not meeting the specifications set forth herein;
- 3. Waive any or all irregularities in proposals submitted;
- 4. In the event two or more proposals shall be for the same amount for the same work, the City shall follow the provisions of LCRB 30.095 and Section 137-095 of the Oregon Attorney General's Model Public Contract Manual;
- 5. Reject all proposals;
- **6.** Award any or all parts of any proposal; and
- 7. Request references and other data to determine responsiveness.

SECTION 7 PROPOSAL CERTIFICATIONS

Non-discrimination Clause

The Contractor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, national origin, handicap or age with regard to, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this clause shall be barred from receiving awards of any purchase order from the City, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

Agreed	d by:
Firm N	Name:
Addres	ss:

	Resident Certificate
Please	Check One:
Э	Resident Vendor: Vendor has paid unemployment taxes and income taxes in this state during the last twelve calendar months immediately preceding the submission of this proposal.
Or Ə	Non-resident Vendor: Vendor does not qualify under requirement stated above. (Please specify your state of residence:)
Office	r's signature:
Гуре с	or print officer's name:

SECTION 8 SIGNATURE PAGE

The undersigned proposes to perform all work as listed in the Specification section, for the price(s) stated; and that all articles supplied under any resultant contract will conform to the specifications herein,

The undersigned agrees to be bound by all applicable laws and regulations, the accompanying specifications and by City policies and regulations.

The undersigned, by submitting a proposal, represents that:

- A) The Proposer has read and understands the specifications.
- B) Failure to comply with the specifications or any terms of the Request for Proposal may disqualify the Proposer as being non-responsive.

The undersigned certifies that the proposal has been arrived at independently and has been submitted without any collusion designed to limit competition.

The undersigned certifies that all addenda to the specifications has been received and duly considered and that all costs associated with all addenda have been included in this proposal:

A	ddenda:	No	through	No	inclusive.
		make this proposa d requirements and			the price(s) indicated herein in y.
Name of firm:					
Address:					
Telephone Num	ber:		Fax	Number:	
		ized Official. If par			
(Signature of	Author	ized Otticial. It par	tnership, si	gnature of on	e partner.)
Typed Name/Ti	tle:				
If corporation, as		rporate Officer)			
] Corpo	ration	Partne	ership	☐ Individual
Federal Tax Iden	tificatio	n Number (TIN): _			

ATTACHMENT A ACKNOWLEDGMENT OF ADDENDA

City of Tigard, Oregon Request for Proposal Electronic Information Management System Close: Friday, October 19, 2007, 2:00 PM

ATTACHMENT B STATEMENT OF PROPOSAL

Name of Consultant:			
Telephone:	Fax:	Email:	
		the City of Tigard Request for Proposal attached purchase agreement (Attachment C)	
Signature of authorized	representative	Date	
Type or print name of a	authorized representative	Telephone Number	
Type or print name of p	person(s) authorized to negotia	ate contracts Telephone Number	
	REFEREN	NCES	
Reference #1		Telephone Number	
Project Title		Contact Individual	
Reference #2		Telephone Number	
Project Title		Contact Individual	
Reference #3		Telephone Number	
Project Title		Contact Individual	



ATTACHMENT C CITY OF TIGARD, OREGON PURCHASE AGREEMENT FOR (TITLE)

THIS AGREEMENT made and entered into this (Day) of (Month), (Year) by and between the City of Tigard, a municipal corporation of the State of Oregon, hereinafter called City, and (Contractor's Name), hereinafter called Contractor.

RECITALS

WHEREAS, Contractor has submitted a bid or proposal to City for the sale of certain goods; and

WHEREAS Contractor is in the business of selling certain goods and is aware of the purposes for which City will use the goods; and

WHEREAS City and Contractor wish to enter into a contract under which City shall purchase the goods described in Contractor's bid or proposal;

THEREFORE, the Parties agree as follows:

1. GOODS/SERVICES TO BE PROVIDED

City shall purchase (Enter brief description or overview of what is being purchased) from Contractor in accordance with:

- **A.** The specifications (including any addenda) attached hereto as Exhibit A and incorporated herein by this reference;
- **B.** The Contractor's proposal dated (Enter date of proposal), which was accepted by the Contract Review Board on (Enter date of LCRB approval or delete) attached hereto as Exhibit B and incorporated by this reference; and
- C. The City's Standard Terms and Conditions, attached hereto as Exhibit C and incorporated by this reference.

2. EFFECTIVE DATE AND DURATION

This Agreement shall become effective upon the date of execution by the City's Local Contract Review Board and shall expire, unless otherwise terminated or extended, on date. All goods under this Agreement shall be delivered and completed prior to the expiration of this Agreement.

3. COMPENSATION

A. City hereby agrees to pay Contractor (Enter amount in written form) (\$Amount in numerical form) for the goods and services described herein. The total purchase price shall be considered payment for all Contractors' obligations described in this agreement. Contractor shall invoice City the purchase price upon the delivery of the goods or at the agreed upon timeframe for any scheduled service.

City shall have thirty (30) days after receipt of invoice in which to make payment. Contractor shall be responsible for the payment of all taxes associated with the sale of the goods. City is exempt from the payment of Federal Excise Tax.

- B. Contractor shall promptly advise City of all reasonably available technological advances that are known or become known to Contractor while this agreement is in effect which may result in the goods having added value, capacity, or usefulness when used for City's purpose. If Contractor intends to provide goods incorporating technological advances and still meeting the specifications and the City's needs at no additional charge, Contractor shall provide City with days' notice of the proposed change. The City may require that only goods not incorporating the changes be supplied by providing written notice to Contractor within 5 days of receiving the notice of the proposed change. Any other changes incorporating technological advances shall only be approved as an amendment to this agreement.
- C. The City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract for the City's 2007-2008 fiscal year. Any required funding in subsequent fiscal years shall be at the discretion of the Tigard City Council.

4. DELIVERY

Contractor shall deliver the goods no later than (Enter days in written form) (Enter days in numerical form) days after receipt of City's purchase order, together with an executed copy of this Agreement. Contractor agrees to provide goods as specified in Exhibit A.

Within (Enter in numerical form) (days or hours) following delivery, City shall inspect the goods and shall notify Contractor immediately of any damaged items. No language contained in a purchase order, work order, or delivery order shall vary, amend, modify, or add terms or conditions to this Agreement under which the order is placed.

5. INSTALLATION

Installation shall be completed no later than (Enter # of days in written form) (Enter # of days in numerical form). Any installation by Contractor shall be in accordance with the provision of this agreement, including all Exhibits.

6. TESTING AND ACCEPTANCE

Contractor shall test the goods prior to full release to City staff. Contractor's tests shall determine whether the goods meet Contractor's specifications and are fit for the purpose intended. Acceptance or rejection of the goods purchased shall occur days after delivery and inspection by Buyer. Failure to inspect and accept or reject goods shall neither relieve Contractor from responsibility for such goods, which do not meet the requirements in this Agreement nor impose liability on Buyer.

7. RISK OF LOSS

Risk of loss to goods in shipment (including damage, destruction, theft, or loss) shall be borne by the Contractor. Risk of loss shall not pass to Buyer until the goods are delivered to and checked in at the location specified by Buyer.

8. ASSIGNMENT/DELEGATION

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other and any attempted assignment or transfer without the written consent of the other party shall be invalid.

9. SUBMITTING BILLS AND MAKING PAYMENTS

All notices and bills shall be made in writing and may be given by personal delivery, mail or fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF TIGARD	(CONTRACTOR)		
Attn: (City's contact person's name)	Attn: (Contractor's contact person's name)		
Address: 13125 SW Hall Blvd	Address: (Contractor's mailing address)		
Tigard, Oregon 97223	(City, State, Zip)		
Phone: (503) 639-4171 ext. (ext)	Phone: (Contact person's phone number)		
Fax: (503) (Contact person's fax number)	Fax: (Contact person's fax number)		
Email: (Contact person's email)@tigard-	Email: (Contact person's email)		
or.gov	,		

10. TERMINATION

City has the right, in its sole discretion, to terminate without cause or for no cause, to termination this Agreement at any time by giving notice to Contractor. If City terminates the contract pursuant to this section, it shall pay Contractor for goods shipped by Contractor prior to receipt by Contractor of the notice of termination. City may deduct the amount of damages, if any, sustained by City due to any breach of contract or warranty by Contractor. Damages for breach of contract or warranty shall be those allowed by Oregon law, reasonable and necessary attorney fees, witness fees (expert and non-expert), and other costs of litigation at trial and on appeal.

11. ACCESS TO RECORDS

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

12. FORCE MAJEURE

Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, natural disaster, war, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and

shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

13. NON-DISCRIMINATION

Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statues, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

14. WARRANTY

Contractor warrants that the goods shall remain free of defects in material and workmanship for a period of one (1) year commencing the date of City's acceptance. Such defects shall include any failure of the goods to meet Contractor's specifications or the description contained in Contractor's product literature. If within the warranty period City discovers such a defect, Contractor shall repair or replace the defective item or component free of charge. If after three attempts Contractor is unable to eliminate a defect, or if Contractor does not commence the warranty work within the time allowed in this paragraph, City shall have the right to return the defective item or component and, at City's option, either obtain a full refund of the purchase price of the goods or obtain a refund, in an amount to be agreed upon by the parties, of the portion of the purchase price of the goods that is allocable to the defective item or component. Contractor shall commence all warranty work within 48 hours of receiving notice of the warranty claim. All warranty work shall be performed at City's facilities unless otherwise agreed by the parties. If warranty work is performed at Contractor's facilities, Contractor shall pay all shipping costs, including the cost of return shipment. This warranty shall apply to all repair parts furnished by Contractor and all repairs performed by Contractor.

15. INTELLECTUAL PROPERTY WARRANTY

Contractor warrants that none of the goods, the use thereof or any of the applications, processes or designs employed in the manufacture thereof infringes the valid claims of any letter patent, patent application, copyright, trade secret or any other property right of any third party. If as a result of any suit or proceeding alleging an infringement of any of the foregoing property rights City's use of the equipment is enjoined, Contractor shall at no cost to City either obtain for City a license to use the goods or modify the goods so as to avoid the infringement without any degradation in performance. If Contractor cannot obtain such a license and cannot so modify the equipment, Contractor shall promptly refund to City the purchase price, less a reasonable amount for depreciation.

16. MAINTENANCE SERVICES

Unless otherwise provided in the Specifications (Exhibit A) or the Proposal (Exhibit B), the City shall have the right to maintain the goods purchased under this Agreement. Repairs or replacement of parts by the City or its agents or maintenance contractors shall not alter or void any warranties for equipment or goods purchased under this contract.

If provided for in the Specifications (Exhibit A) or the Proposal (Exhibit B), Contractor shall provide maintenance services for a (term in numercial form)-year period commencing on the

date of delivery under the guidelines established in the Specifications (Exhibit A). All maintenance services shall be performed on City's premises, unless otherwise agreed by the parties. Contractor shall provide substitute equipment of equal quality and function for City's use if the maintenance services will exceed (days in numerical form) days in duration. City may terminate Contractor's maintenance services at any time without cause upon the delivery of written notice. In the event of such termination, Contractor's other obligations under this Agreement shall remain unchanged and Contractor shall promptly refund to City all amounts prepaid for maintenance services and unused.

17. ASSIGNMENT OF MANUFACTURER'S WARRANTIES

Contractor hereby assigns all warranties of the manufacturers of components of the goods to City to the extent such warranties are assignable. In the event Contractor must obtain the consent of the manufacturer or take other action before any such warranties are assignable, Contractor shall do so prior to delivery.

18. INDEMNITY/HOLD HARMLESS

Contractor shall defend, indemnify and hold harmless City, City's officers, employees, agents and representatives from and against all liability, claims, demands, judgments, penalties, and causes of action of any kind or character, or other costs or expenses incidental to the investigation and defense thereof, of whatever nature, resulting from or arising out of the activities of the Contractor or its subcontractors, agents, or employees under this contract, except, however, that the foregoing shall not apply to liability that arises out of City's negligence.

19. INSURANCE

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Contractor and its subcontractor shall provide at least the following limits and coverages:

- A. Commercial General Liability Insurance: If Contractor will be installing or testing the goods, or otherwise performing services on City's premises, Contractor shall provide a certificate indicating that Contractor has commercial general liability insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance. Coverage will include \$1,000,000 per occurrence and \$2,000,000 general annual aggregate. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days prior to cancellation. If Contractor hires a subcontractor to perform services on City's premises, Contractor shall ensure that Contractor's subcontractor complies with this paragraph.
- **B.** Business Automobile Liability Insurance: If Contractor will be delivering the goods, Contractor shall provide City a certificate indicating that Contractor has business automobile liability coverage for all owned, hired, and non-owned vehicles. The

Combined Single Limit per occurrence shall not be less than \$1,000,000. Said insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If Contractor hires a carrier to make delivery, Contractor shall ensure that said carrier complies with this paragraph.

- C. Workers' Compensation Insurance: The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract that are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers or employers that are exempt under ORS 656.126. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Contractors who perform work without the assistance or labor of any employee need not obtain such coverage. This shall include Employer's Liability Insurance with coverage limits of not less than \$500,000 each accident.
- **D.** <u>Certificates of Insurance</u>: As evidence of the insurance coverage required by the contract, the Contractor shall furnish a Certificate of Insurance to the City. No contract shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract.

20. ATTORNEY'S FEES

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including witness fees (expert and non-expert), attorney's fees and court costs on appeal.

21. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES

Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279, the provisions of which are hereby made a part of this agreement.

22. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the terms of proposal conflicting herewith.

23. SEVERABILITY

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

24. COMPLETE AGREEMENT

This Agreement, including the exhibits, is intended both as a final expression of the Agreement between the parties and as a complete and exclusive statement of the terms. In the event of an inconsistency between a provision in the main body of the Agreement and a provision in the Exhibit, the provision in the main body of the Agreement shall control. In the event of an inconsistency between Exhibit A and any other exhibit, Exhibit A shall control. In the event of an inconsistency between Exhibit C and Exhibit B, Exhibit B shall control. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that Contractor has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, City has caused this Agreement to be executed by its duly authorized undersigned officer and Contractor has executed this Agreement on the date hereinabove first written.

Approved by Tigard's Local Contract Review	w Board:
CITY OF TIGARD	(CONTRACTOR)
By: Authorized City Representative	By: Authorized Contractor Representative
Date	Date

EXHIBIT A REQUIREMENTS MATRIXES

All vendors must respond to all of the following matrixes. Please leave the format as is and fill in the Y/N/C and Comments Column.

A. Y/N/C COLUMN

In responding to the Requirements Matrix the codes indicated below must be used in the "Y/N/C" Column.

1. Code Definitions

- Y Requirement will be met with **out-of-the-box** (standard) software that is installed and operational at other sites and can be demonstrated to the City at the time the proposal is submitted.
- N Requirement will NOT be met by proposed solution. If your solution meets part of the requirement, please comment on the portion that your solution meets in the comments section.
- C Requirement can be met by customizations to existing software or by custom software development. If C is used in the Y/N/C column a detailed explanation is required in the Comments section, otherwise response will be modified to be an N.

Omitted responses or deviation from the above codes will be assumed to be an N.

B. COMMENTS COLUMN

Comments or a brief explanation of how the requirement will be met may be included in this column. If information is contained in the Vendor's proposal, beyond the Y/N/C, only the proposal page number need be given.

C. OVERALL SOLUTION REQUIREMENTS MATRIX

The Overall Solution requirements address general functionality that is not addressed in other sections.

No	Overall Solution	Y/N/C	Comments
1	Does the proposed solution employ non-proprietary formats and viewers for MS Office, Adobe, and Image document types (One that does not require launching the native software application)? Please describe.		
2	Does the proposed solution support a variety of methods for obtaining information, including online queries and the production of both standard and ad hoc reports? Please provide a list of the reports and samples.		
3	Does the system provide the ability to create user- customized help at all levels? (e.g. system, module, screen, field)		
4	Does the proposed solution allow customization of the user's interface based on a user's profile or role?		

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5	Does the proposed solution allow concurrent users access through a web browser? If so, please describe the capabilities?	
6	Describe the licensing requirements for viewers.	
7	Does the proposed solution allow specified users to log on to multiple work stations?	
8	Is the proposed solution available for access by authorized personnel from any location on a 24/7 basis?	
9	Does the proposed solution allow specific users to designate a proxy?	
10	Does the proposed solution allow for varying levels of administrator security?	
11	Does the proposed solution allow for remote administration?	
12	Does the proposed solution allow Super Users the ability to restore from an application level?	
13	Does the proposed solution allow users with contributor access the ability to restore documents within a certain time frame from within the document repository?	
14	Does the system provide messages to the system administrator if the maximum number of concurrent users is exceeded?	
15	Does the proposed solution offer a detailed system error log or messaging service?	
16	Does the proposed solution generate performance statistics employing summaries, comparisons and calculations?	
17	Does the proposed solution generate performance measures for the entire system?	
18	Does the proposed solution provide a viewer for sorting and filtering audit logs?	
19	Describe the solutions training support available. Attach documentation if desired.	
20	Describe/list technical and user documentation provided with the proposed solution.	
21	Does the proposed solution allow all user manuals to be viewed on line?	
22	Does the proposed solution provide the following manuals: user reference, system maintenance, backup/restore, operator run book, document development?	

D. RECORDS MANAGEMENT REQUIREMENTS

This functionality requires: records security regardless of location, compliance with state mandated retention schedules, management of records from inception to disposal regardless of type, and search capabilities. (See link for additional information on records retention schedule:

The Oregon Administrative Rules-(http://arcweb.sos.state.or.us/rules/OARS 100/OAR 166/166 200.html)

No	Records Management	Y/N/C	Comments
1	Does the proposed solution provide access to all available records based on user-roles and permissions; eliminating human intervention to access requested electronic records?		
2	Does the proposed solution provide global retention classification policies that comprise the following Record Elements: record type, required fields, expiration, disposal, and audit?		
3	Does the proposed solution provide a records repository with configurable retention classifications to enable the City to meet state-mandated requirements? (See above link)		
4	Does the proposed solution allow assignment of different retention periods based upon a document's function?		
5	Does the proposed solution require retention classifications to govern each document type stored in the records repository?		
6	Does the proposed solution provide a records repository with workflows for adding records and moving records from the document repository to the records repository?		
7	Does the proposed solution provide the ability for scanned records to be sent directly to the records repository?		
8	Does the proposed solution provide access to retention guidelines when a document is created or added to the records repository?		
9	Does the proposed solution ensure no modifications to records located in the records repository?		
10	Does the proposed solution provide functionality to manually route documents to the records repository using workflows that electronically capture user input?		
11	Does the proposed solution provide the ability to change location and classification as some records move from electronic copy to hard copy storage or vice versa?		
12	Does the proposed solution provide a tracking		

	mechanism when hard-copy documents are retrieved and returned to off-site storage?	
13	Does the proposed solution automatically generate cut- off schedules and initiate a vital records review and disposition approval routines based on record classification?	
14	Does the proposed solution provide automated destruction functions (at a minimum: identification and selection of eligible records, approval of destruction, Certification of Destruction)? Please describe.	
15	Does the proposed solution provide the ability to manually implement destruction protocols?	
16	Does the proposed solution provide the ability for an administrative role to make a single entry into the database and effect changes in associated records and/or data files?	
17	Does the proposed solution store records in a non- proprietary format that is accessible indefinitely in a manner that will allow migration to new devices as they become available?	
18	Does the proposed solution provide real time reports for management of records by using Retention Schedules, Meta Data, Record Status, Exemptions?	

E. DOCUMENT MANAGEMENT REQUIREMENTS

This section probes the proposed solution's document management features. These requirements and questions attempt to identify specific document management capabilities. This functionality requires: document security regardless of location, version control, checkin and check-out, ability to store multiple types of documents, and search.

No	Document Management	Y/N/C	Comments
1	Does the proposed solution provide the ability to collaborate and share files with other departments and individuals?		
2	Does the proposed solution support document version control? Describe the minor, major and branch version controls.		
3	Does the proposed solution support check-in/check-out and version controls for work-in-progress documents? Please describe.		
4	Describe how folders are created within the proposed solution: number of levels within a folder, naming conventions, and how users can dynamically customize folder, views, metadata.		
5	Does the proposed solution provide role-based access		

	controls at the document repository, folder, and individual document levels?	
6	Does the proposed solution handle multiple and complex document types (i.e. email, spreadsheets, AutoCAD, Word)? List document types.	
7	Does the proposed solution provide the ability to drag and drop folders or documents into the document file structure?	
8	Does the proposed solution allow more than one user to view the same document at the same time?	
9	Does the proposed solution automatically launch a document's native application or special viewing software, depending on whether the user wants to view or revise/edit a document?	
10	Does the proposed solution allow users to go directly to listed documents by providing a direct link to document?	
11	Does the proposed solution allow users to quickly copy files in bulk to external storage media, to include: CD, DVD, and Flash Drives?	
12	Does the proposed solution support the capture of reports produced by applications currently deployed within the City's environment? If so, please list and briefly describe the applications it supports. (See Attached Application List-Exhibit D)	
13	Does the proposed solution provide a notification service feature to allow users to send notification ad-hoc and automatically when a document is changed?	
14	Does the proposed solution provide a duplicate document report that will eliminate multiple copies of documents?	
15	Does the proposed solution provide a maintenance report of documents that have not been modified within a certain timeframe? Describe any additional functionality such as deletion notification to the document owner.	
16	Does the proposed solution provide a document migration strategy and process for bulk movement of document from Microsoft File Shares to document repository folders?	
17	Does the proposed solution provide a workflow that allows users to send documents to the records repository?	
18	Does the proposed solution easily and quickly classify documents according to location applying required	

	metadata and retention requirements?	
19	Does the proposed solution support thumbnail images to view documents in a preview pane/thumbnail view?	

F. BUSINESS PROCESS REQUIREMENTS

This section probes the proposed solution's business process (workflow) features. These requirements and questions attempt to identify the activities that are parts of the business process which do not require decision making. (See Exhibit C for workflow examples)

No	Business Process	Y/N/C	Comments
1	Does the proposed solution support structured business processes with fixed and standard timelines, disposition approvals and status reporting, along with reminders about tasks?		
2	Does the proposed solution support ad-hoc, loosely structured business processes? (i.e. Allows a department to assign a workflow to a single person or to a work group, in a particular order)		
3	Does the proposed solution accommodate exceptions to the configured workflow process by allowing designated users to add or exempt stages on an ad-hoc and real time basis?		
4	Does the proposed solution allow generic manually initiated users to assign workflow tasks to a single person or to a group in a serial and parallel order?		
5	Does the proposed solution provide capability for users in certain roles to create and modify workflow processes? Please describe process and roles.		
6	Does the proposed solution provide the ability to create electronic forms that can be signed electronically?		
7	Does the proposed solution automatically forward documents to the successive stage once an action step has been completed?		
8	Does the proposed solution provide generic automated workflows that allow users to gather approvals (serial, parallel) and collect feedback on documents?		
9	Does the proposed solution provide both automatic and manual workflow sequencing and routing?		
10	Does the proposed solution provide automatic e-mail notifications to relevant users without subscribing in advance to workflow notifications?		
11	Does the proposed solution provide deadline tracking and escalation?		
12	Does the proposed solution create task checklists as either references or as mandatory user processing tools?		

13	Does the proposed solution provide a report that users can access to view information about the status of workflow actions?	
14	Does the proposed solution provide multiple automated and manual workflows for an item to be initiated at one time?	
15	Does the proposed solution support workflows nested within workflows?	
16	Does the proposed solution include a window/screen where detailed instructions and fields are available when a user initiates a workflow; screen would allow insertion of a user/group name that would be performing each activity or task?	
17	Does the proposed solution provide the ability to create templates for documents/records containing all metadata and retention information and store them in a global gallery?	
18	Does the proposed solution automatically and transparently trigger records management, create required folders, and assign retention rules based on process workflows?	
19	Does the proposed solution support data extraction from ODBC compliant host applications for automatic indexing? (i.e. address, project name and number, assessors parcel number) Please describe.	
20	Does the proposed solution provide the ability to model, simulate and test business processes before deploying them?	

G. SEARCH REQUIREMENTS

This section probes the proposed solution's search features. These requirements and questions attempt to identify the search functionality of the proposed solution. A robust search engine is required for users to easily find any related content, documentation, or record.

No	Search	Y/N/C	Comments
1	Does the proposed solution include a search engine?		
2	Does the proposed solution include all document and records metadata in the indexing process?		
3	Describe the proposed solution's indexing capabilities and any limitations in combination of types (character, numeric, etc.).		
4	Does the proposed solution include: • Fielded/ Metadata searches • Keywords • Records classification elements		

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	Phrase searching	
	• Exact match	
	• Fuzzy match	
	• Wildcards	
	Boolean operators	
	Proximity operators	
	• Numeric operators	
	• Range operators	
	• Limit search to specific directories/files	
	Query advisors	
	Does the proposed solution provide the automatic	
5	generation of "Do you mean" synonym search	
	keywords on the results page?	
	Does the proposed solution provide a search results	
	display that includes:	
	Number of documents found	
	Relevance ranking	
6	• Title of document	
U	• Document description or summary	
	• URL to document or record	
	• Modified by	
	Modified date	
	Hit highlighting	
	Does the proposed solution provide advanced search	
7	options that allow users to refine/restrict results to a	
,	single or multiple predefined document and records	
	metadata?	
8	Does the proposed solution support full text searching	
	of all MS Office and Adobe PDF documents?	
	Does the proposed solution provide search navigation	
9	between search terms or hits within the retrieved	
	results?	
	Does the proposed solution provide security trimmed	
10	results that do not allow unauthorized users to return	
	search results to restricted documents and records?	
	Does the proposed solution provide the ability to add or	
11	delete selected index structures? Describe how changing	
11	the index structures (as opposed to individual data	
	elements) can be accomplished.	
	Does the proposed solution provide enterprise search	
12	capabilities that include results from other databases and	
	repositories?	
13	Does the proposed solution provide search results of	
13	records that are stored off-site in hard copy?	
	•	

H. SECURITY REQUIREMENTS

This section explores the proposed solution's security features. These requirements and questions attempt to identify the security features of the proposed solution.

No	Security	Y/N/C	Comments
1	Describe the level of security the proposed solution supports. Is security at both the folder and document level?		
2	Describe the security reporting available for audit purposes.		
3	Does the proposed solution enable role-based group creations and allow adding MS AD users and groups to those roles?		
4	Does the proposed solution provide a single logon process using Microsoft Active Directory or Enterprise Master Directories (LDAP)?		
5	Does the proposed solution provide a time-out to a remote user to re-enter their password before continuing?		
6	Does the proposed solution provide authentication technology which ensures that transactions can be legally and securely conducted over the Internet and via facsimile?		
7	Does the proposed solution provide security trimmed access to ensure that only authorized users and roles are able to view\access restricted documents and records?		
8	Does the proposed solution provide security trimmed action menus for the types of transactions that a user is allowed to process?		
9	Does the proposed solution restrict access by application, database, and repository for an individual user/group/role?		
10	Does the proposed solution restrict access for the following functions using roles: • View, Browse, Copy, Print, Modify, Version creation, Rename document, Create document, Delete document, Generate queries and reports		
11	Does the proposed solution support a minimum of 128 bit data encryption, for data being sent out or received via the Intranet or Internet?		
12	Does the proposed solution support Microsoft Active Directory security groups?		
13	Does the proposed solution support using groups, roles, or classes (user profiles) for security? Please describe.		
14	Does the proposed solution allow users and roles to		

	control access and editing rights for the data and documents maintained in different locations?	
15	Does the proposed solution provide an eSignature authentication solution? Please describe.	

I. SYSTEM REQUIREMENTS

The system requirements identify how the proposed solution is architected. These requirements and questions attempt to identify elements that exist in the City's environment and those that may be introduced by the proposed solution.

No	System	Y/N/C	Comments
1	Attach diagrams and other documentation describing		
	the proposed Application Architecture, e.g., application		
	servers, cache server, clients, index database, image database, middleware, etc. Show the interaction of the		
	components. Attach and/or describe the proposed		
	solution's open architecture standard, include		
	middleware, APIs, etc. Indicate where processing takes		
	place and where processing power is critical.		
2	Attach documentation describing the tools and processes		
	required for customization of the product suite.		
3	Based on the technology proposed, describe the		
	minimum, recommended, and optimal client hardware configuration for a user. Describe for both a "power		
	user," and a browser user.		
4	Describe how software customizations impact the		
	software maintenance and agreement support. Attach		
	documents if available.		
5	Describe vendor support response times (e.g. problems		
	or bugs that materially affect the functionality of the		
	vendor's product may require immediate onsite		
	response; less critical problems may only require telephone response within a set time period). Describe		
	problem management and escalation procedures in		
	detail.		
6	Describe the process for implementing a software		
	update, patch, bug-fix. Include resources and time,		
	Identify any costs associated beyond what is included in		
7	the annual support fees.		
7	Describe the process for implementing major upgrades. Include resources and time; Identify any costs associated		
	beyond what is included in the annual support fees.		
8	Describe the product's software release history for the		
	past 3 years, including dates, versions, and a brief release		
	enhancement list.		

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9	Describe the proposed solution's policy and timing for	
	dropping support of client operating system, server	
	operating system and database versions.	
10	Describe the proposed solution's scalability. What	
	additional software licensing costs will be incurred as the	
	system scales up?	
11	Describe the server hardware requirements for your	
	product including CPU, disk space, and RAM. Provide	
	recommendations for initial install as well as for 5 years	
	of growth. Attach documentation if appropriate.	
12	Describe, in detail, how configuration and/or	
	customization changes are affected by subsequent	
	software releases.	
13	Does the proposed solution allow operating hardware	
13	and software to be upgraded or removed as computing	
	capacity needs change, without reconfiguring the system	
	or its modules?	
14	Does the proposed solution need proprietary hardware	
	to work properly?	
15	Does the proposed solution provide for Microsoft	
	Active Directory integration? Please describe.	
16	Does the proposed solution provide for Microsoft	
	Exchange integration? Please describe.	
17	Does the proposed solution provide for Microsoft	
	Office integration? Please describe.	
18	Does the proposed solution require any proprietary	
	plug-ins for image viewing? If so, please describe.	
19	Does the proposed system provide backup and recovery	
-,	functions? Please describe, in detail, how database	
	backup and recovery functions operate.	
20	Does the system provide automated network client	
20	installs and upgrades?	
21	Attach documents describing the major technological	
21		
	improvements your company is planning for your	
	products and services over the next two to four years.	
	Please address the following potential development	
	areas:	
	• Company's strategic direction?	
	• Adjustments to user interface and/or client software	
	requirements?	
	• Changes to architecture and/or platforms supported?	
	• Functional enhancements and/or new software	
	modules under development?	
	• Partnerships and/or alliances with other vendors in	
	the industry?	

22	Does the proposed solution support most portable		
	devices, including: laptops, smart phones, PDA's?		
23	Is the proposed solution able to interact with and invoke		
	existing and future systems, databases and directories		
	without significant effort spent integrating the software?		
24	Is the proposed solution able to interface with common,		
	off-the-shelf software and hardware products?		
25	What database systems are certified for use with this		
	product?		
26	What is your XML strategy? Please describe.		

J. SCANNING REQUIREMENTS

This functionality involves capturing paper documents in digital form. These digital documents may then be indexed, annotated, archived, searched, retrieved, or viewed.

No	Scanning	Y/N/C	Comments
1	Does the proposed scanning solution support a scan restart in mid-batch in case of an interruption?		
2	Does the proposed solution allow additional pages to be inserted into a scanned document?		
3	Does the proposed solution allow individual pages to be deleted?		
4	Does the proposed solution provide conventional metadata and taxonomy tags?		
5	Does the proposed solution provide grayscale scanning?		
6	Does the proposed solution support a wide range of scanners for low and medium volume imaging?		
7	Does the proposed solution support both pre-defined scanner settings such as brightness, contrast, and resolution and allow the scanner operator to manually adjust the settings?		
8	Does the proposed solution support scanning by single sheet feeding and by automatic document feeder?		
9	Does the proposed solution upon completion, automatically route the batch to the Release Queue?		
10	Is the proposed scanning process able to sense and eliminate blank pages automatically?		
11	Does the proposed solution allow the scanner to sense the characteristics of a document and automatically adjust the scanner settings to optimize the image?		
12	Does the proposed solution provide any quality assurance or image review processing tools? If yes, please describe.		
13	Does the proposed solution support automatic indexing based on bar codes?		

14	Does the proposed solution support bar code recognition?	
15	Does the proposed solution support duplex scanning? If yes, are blank pages created when there is nothing on the reserve side?	

EXHIBIT C City of Tigard Organization Chart

CITYWIDE ORGANIZATION CHART - BY PROGRAM

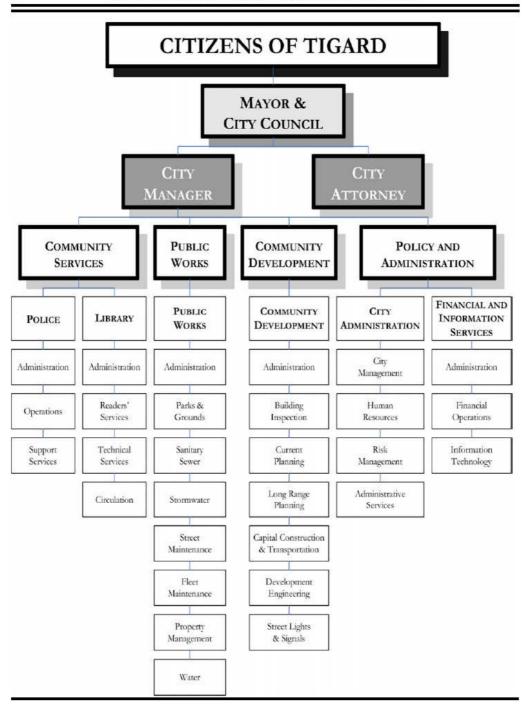


EXHIBIT B:

City of Tigard Workflows

The workflows included are examples of some of the workflows currently in place at City of Tigard. There are additional workflows that exist which remain to be documented. The detail contained within the included workflows will need to be confirmed prior to a solution being built to fit these. The proposed solution will need to be flexible enough to allow City of Tigard staff to create additional workflows and modify existing workflows as needed without vendor involvement.

Police - Laurie Garrison Incident report * If in custody * If needed, file Additional Incident report approved by supervisor report sent of faxed to DA, generated by assigned to reports may be Data entry into Data entered officer detectives distributed as PPDS (multifrom LEDS OR (electronic or needed NCIC (ex. Stolen mailed) if agency written) juvenile faxed to database articles or Donald E Long through Portland) missing person) If form or letter Case files may Templates and Any updates generated it is Hard copy to Death cases be faxed to forms created by added to file and PPDS, data filing cabinet probably kept in multiple microfilmed DD Records and the H drive and agencies during its life cycle detectives kept in P.D.'s drive. entry into LEDS or NCIC hard copy to Records All PD has (supplemental access reports) Other Notes

Supervisor sign every page before it ever goes to the office

The first thing is the incident report

These are both handwritten and electronic (about 50/50 right now)

If it is an "in custody", it has to be faxed to the DA. If it is a juvenile, it is faxed to JDH.

If not in custody, the report gets mailed

All distribution occurs prior to it being entered in systems.

People read the report to see if anyone else needs a copy like a parole officer (distributed as needed)

People in office enter into the system (data entry). No verification process really for data entry. Double check LEDS (local) and NCIC Entries (national) for any stolen item over \$250 for national one or missing persons.

Then it is filed in the rolling file for several years (right now 2002-2007)

If it is assigned to an officer, and there is additional information added, updates (supplemental information for additional stuff being stolen, stolen stuff being located).

If it goes to trial, none of this process is different.

If there are not any updates, the next time they update it is when they are

Then it is moved to the storage/archives.

HR - Sherri Burbank

Tentative job offer

Potential employee goes through drug screen Sometimes physical

Potential employee contacts HR re: benefits Supervisor generates hire personnel action forms. Signatures required Copy of PA goes to Payroll. Original kept in HR. Development of employee file – electronic and paper.

First day –
•Schedule
orientation
•Complete I-9 &
W-4
•Get badge

Data from the new hire paperwork entered into EmployEASE (database) New employee orientation provided by HR (benefits background on city, policies and procedures)

Employee required to enroll for benefits (online) and turn in hard copies. Annual benefits review and update. HR provides approximately 12 page document. Actual enrollment is

mainly electronic.

Employed reviews policies and signs acknowledgeme nt supervisor approval form goes to HR

Documentation forward to payroll Reviews and personnel action forms generated as required by policy or union contract

Once employee terminates employment file goes to city records

Sherrie

New Hire process is probably the largest

We are not covering the recruitment process.

We are starting with the job offer letter which is contingent upon a drug screen and sometimes a physical exam (depending on the position- utility workers). Some times they need background checks to be completed if they are in PD.

Supervisor will notify Sherrie that someone is coming on board.

Person contacts Sherrie about benefits

Once the person is hired, a PA (or PAF) is filled out for them. The PA has to be approved by several people.

After it is approved, it is transmitted to Payroll. The original is kept in HR in the employee file.

Creation of the employee file (both electronic and hard copy)

Employee completes and 1-9, W4, have picture taken (there is a supervisor checklist, but it is not required). Get badge.

Sherrie enters information into EmployEase (only available to Sherrie and several other people). This is a system to track address, position wage, setup life insurance, benefits, etc.. .Comes to them from City Insurance- kind of a 3rd party administrator)

Employee provided with summary of benefits, a large process, etc.

Sherrie has a tickler system for herself to remind her of when she needs to complete things for the employee or the employee needs to complete something for themselves (timeline)

Several of the forms require supervisor approval mainly so time is allotted for it.

After orientation and online stuff is completed.

Some documents are

HR keeps all their information until the employee is terminated. Then it goes to archive.

HR has medical records as well as personnel records and FMLA records. This is because of HIPPA.

There is tons of tracking that takes place for training, etc.

Other processes:

FMLA could be tracked easier and linked with Finance/payroll. These have previously had a history of being misplaced.

Overall Job classifications

Union stuff is more of a sharing process for documents from meetings, etc.

Recruitment

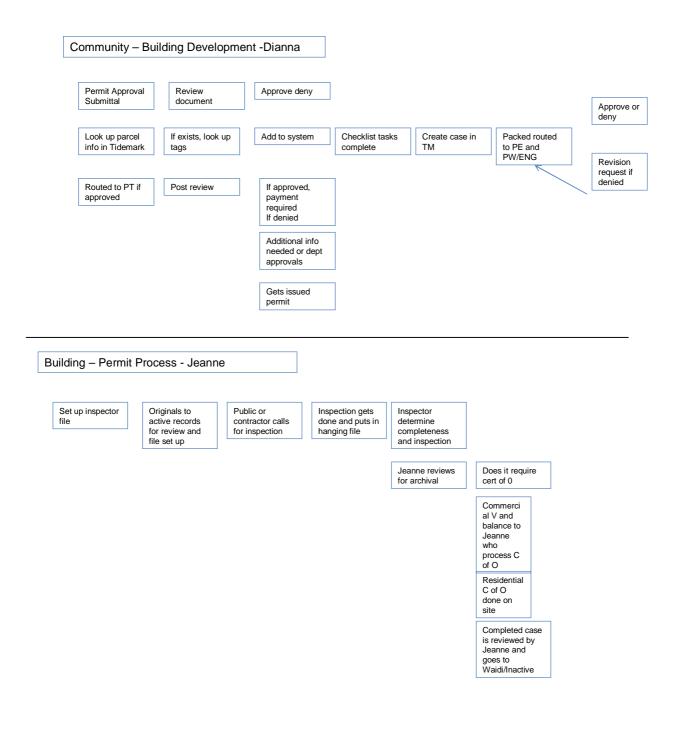
Time approval process?

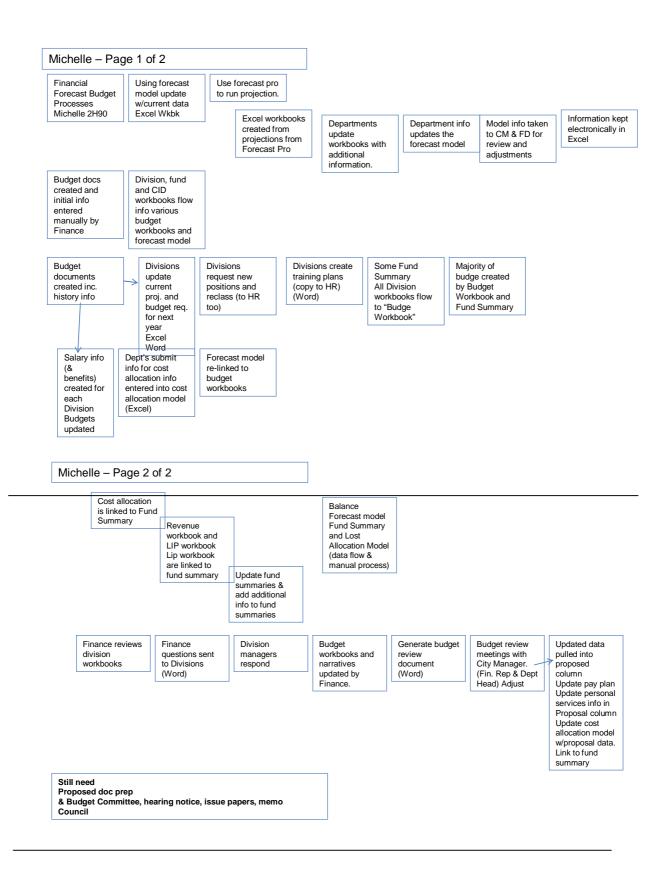
Equal Employment Opportunity

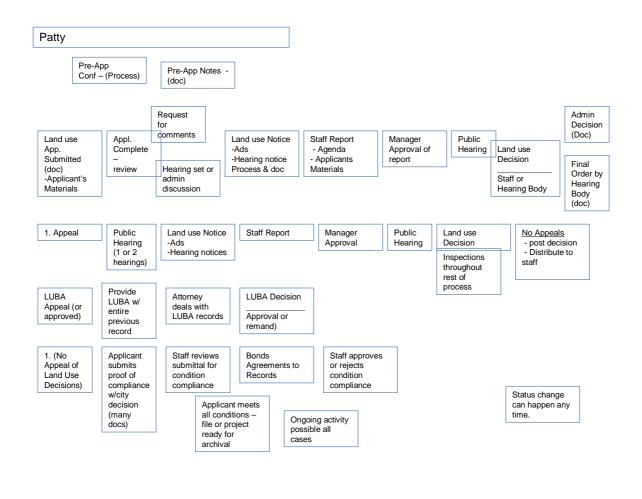
Employee Commute Options

America's Disability Act

Workers Comp (is a Risk department process)







Reimbursement Districts Diane J. Capital Const and Transp. Page 1 of 2 Project scope is Survey scope of There are two files determine project Construction 1 - Reimbursement Dist File Design Spreadshe Notice for Neighborhood Engineer tech et of cost neighborhood Meeting approval and meeting Bid Doc by individual CIP Mgr property owner Reimbursemen AIS City Cover sheet for Record Mail Enter Info into Council recording t Establish resolution decision Tidemark Resolution Request to District **Engineer Report** Approve to spreadsheet of Resolutio record property est, cost. owner Acquire If contract Expenditure Request Record Agreement -\$ determine Resolution Row w/consult Request to record Receive - Approval Make Payments Row ded. Document @ row and staff/dept Easements W.C. easement head/city mgr Letter of doc Agreement Record doc Prepare Bid Instruction Bid opening Bid Results Prepare C.C. Award Issue NOA - Bid Tabs for C.C. Construction Docs Bid sch. s to S.P. bidders -- Contract Approva Contract Summons forms Advertisement Ford Graphic Spreadshe Reimbursement Districts Diane J. Capital Const and Transp. Page 2 of 2 Construct Invoices and Project complete Certificate of Project payments made Completion issued Release retainer Formation of AIS City Cover sheet for Mail decision to Record District Resolution Council recording property owner Resolution **Engineer Report** Forms Request to Document @ spreadsheet of W.C. District record cost. Resolutio Sign off by Enter info Mgr into Dept. head

& city manager

Tidemark

Authentications IT - Louis and Preston

Request for Authorization Send Help Desk Ticket Get Approval forward ticket or make a call

Approval or not from department?

Make change or not (notify if not)

Close ticket get auto notification

Badge Authorizations

Request for authorization filled out and sent to supervisor for approval Super user approves: Goes to IT

Supervisor doesn't approve: goes back to employee IT makes change and notify user IT files paperwork in IT files which stay in IT

Order Information

Request for software or hardware

Confirm budget fund #

Other software from vendor

Invoice and route to finance and IT storage person for filing.

City Admin - Joanne

Cityscape newsletter process

Due dates for Cityscape determined

- draft dates
- edit dates
- printer date
- to home

Cityscape calendar sent internally and externally

electronic and hard copy

Reminder for articles sent

Articles submitted by internal and external sources Reviews articles and determines what will be in the edition. Let submitters know if accepted.

Request article form Mayor "Mayor's Corner" Articles sent to Design person to put in template for layout Final request for articles

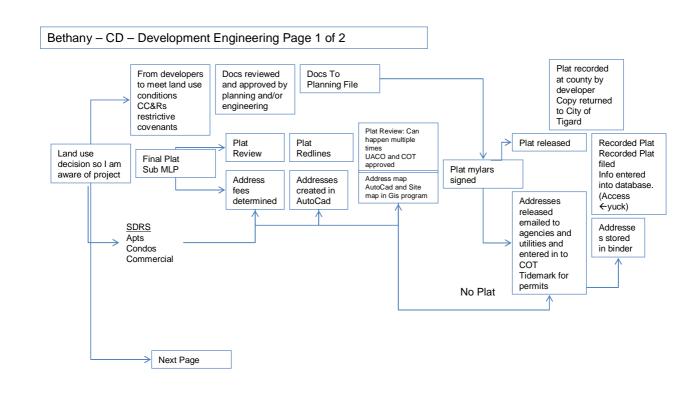
Liz and Design Mtg on

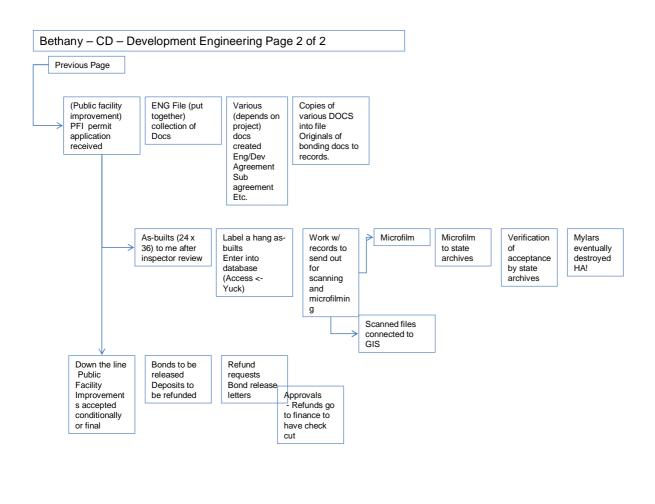
- layout look
- context
- content Determine size of document

3 days to respond to edits Document updated

Document finalized

Document to printer Printer – quarterly verifies routes Printer takes doc to Post office Document mailed to citizens 250 copies to City and disbursed as needed w/in city.





Finance

Utility Billing

Meter reading hand held docked to feed Utility System for SpringBrook

UB prints out unusual activities and any notes from MR

US (sent to Laura) and placed in folder any notes spawn activities

From the UA go into SB and print out service request

Brought back electronic not added to SP of SR hard copy gets filed

After reviews billing register gets saved to PDF only a few pages are HC file too big

Printed bills will be pdf and filed

Unpaid bills received urgent notice not kept report of who received bills are Still not paid final notice report

Final notice door hanger gets packaged and hung on door

Shut off list (multiple copies) for final notice report. Report goes to Laura

Payments

US Bank Text files

that r saved I dive for U get uploaded to SB

In person or mailed payments

utility payment stub batched/banded & stored and sent to Laura after a year. Some HC reports r only kept that way may not need to be, could be PDF.

Don't comm

Add in TM cashier and SpringBrook Hansen and SpringBrook

Categories

Journal entries Routes Control card Billing group

Meter# associated to address in Hansen system known as asset #

Some received file from customers i.e. deposit requests Could be scanned and attached to SB per person customer #

Joe - Finance - very restricted data

Credit Card dB To secured < -- TMS

Send a HC op card request form to finance

Enter to Works system

Card received

Jo add card info Excel SS

Maintained on DT for security

Complete contract on TIG20 save to HD

Copy hard to vendor and dept. Becomes a record Available for action or legal

Summary form to AP

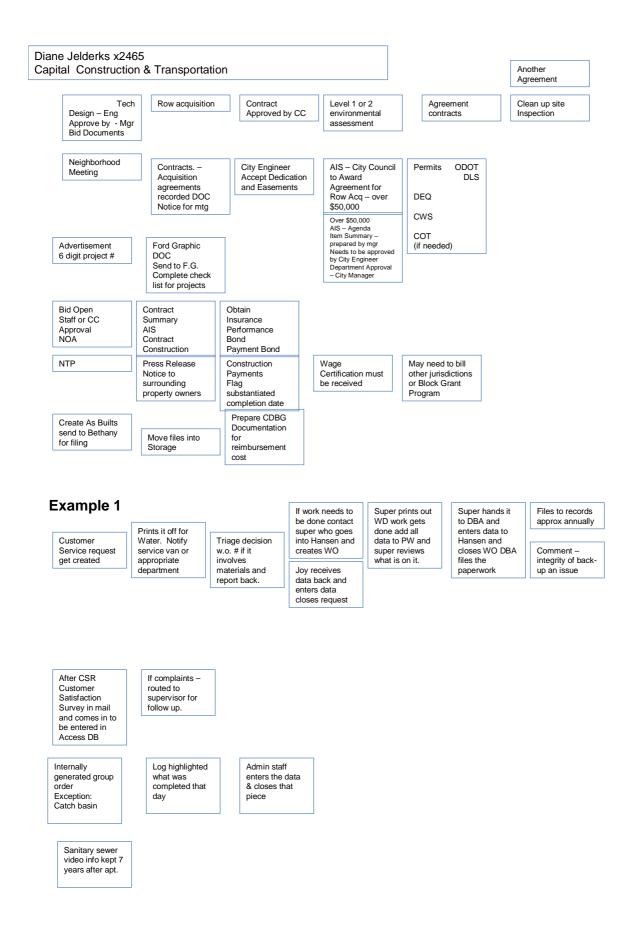


EXHIBIT D
City of Tigard Software/Application List

Department	Software	Notes
Citywide	TIG20	Intranet - There is an entire area on the intranet that has forms (i.e. Performance Evaluations - several types depending on department)
	Blackberry Enterprise	
	ESRI GIS	
	GroupWise	
	Microsoft Office	
	City's web server - IIS	
	Databases	(Oracle, SQL). Migrating from Novell (est. June'07)
	Crystal Reports	
	I:\drive	Shared drive, this is categorized in most cases by department
		at a high level. No security or documentation management is
		available. IT has backup tapes for 1 year as of now in case
		someone deletes
	H:\drive	Personal folders and files for all employees, users tend to put
		documents they are working on here before moving them to
		the I:\drive for public consumption. IT has backup tapes for 1
		year as of now in case someone deletes
Administration	FullCourt	Court software
	IIs, Visual Source Safe	Web Development server
	Image Flow Lite	Records
	Risk Management	Risk Management will be purchasing a system
	PeopleTrack	3rd party solution for Benefits
	EmployEase	Only available to Sherrie and several other people. This is a system to track address, position wage, setup life insurance, benefits, etc. Comes to them from City Insurance- kind of a 3rd party administrator. Employee provided with summary of benefits, a large process, etc.
Community	Magic	GIS Engineering software - Magic to new GIS system (TBD).
Development		(Magic is the mapping system)
	AutoCad	Engineering software
	IVR	Building - voice system for Tidemark
	Tidemark	Building Permits -Moving to Ascela Ascela (codes, permits, some zoning, land divisions, sub divisions, some engineering). Ascela is 65% funded by building (it is really building software.)

FIS	SpringBrook		
	Veritas	Backup software	
Library	Integral Video		
	Volunteer Works	Tracking volunteer needs and volunteers available. The software is 5-7 years old and is not being used to its full extent because people either do not know how to use it, they do not have enough licenses (have 2-4 probably)	
_	Polaris	The consultation (mayor 2 - processes))	
Police WCCCA Data - SQL db			
	VisionHawk		
	WEBLeds		
	PPDS		
Public Works	DMV	Library Lighting System	
	Hansen		
	HVAC software		
	Clerks	Engineering (some access for an inventory perspective)	